

AGREEMENT 2014 - 2017

**Edgewater Park Board of Education
and
Edgewater Park Education Association**

**Ratified by
Edgewater Park Board of Education
September 2, 2014**

**Ratified by
Edgewater Park Education Association
September 2, 2014**

Ass'n

EDGEWATER PARK BOARD OF EDUCATION:

Dr. Gerald Gares - President
Mr. Lester Holley - Vice-President
Mr. Darren Atzert
Mr. Jeffrey Jacobs
Mr. Robert Lynch
Mrs. Deborah Lynch
Mr. Robert Shappell
Mr. Blaine Steen
Mrs. Colleen Torres

EDGEWATER PARK EDUCATION ASSOCIATION:

Mrs. Margaret Vogel	-	President
Ms. Sue Fox	-	Vice-President
Ms. Lisa Zrada	-	Recording Secretary
Mrs. Charlotte Fitzpatrick	-	Corresponding Secretary
Mrs. Karen Gunderman	-	Treasurer

NEGOTIATIONS COMMITTEE:

Board of Education:

Jeffrey Jacobs - Chairman
Darren Atzert
Colleen Torres
Gerald Gares

Education Association:

Margaret Vogel - Chairman
June Farley
Charlotte Fitzpatrick
Suzanne Fox
Joey Hanners
Candi Schwartz

TABLE OF CONTENTS

PREAMBLE	1.	Recognition.....	pp. 1
ARTICLE	2.	Negotiation Procedure.....	1
ARTICLE	3.	Grievance Procedure.....	2
ARTICLE	4.	Employee Rights.....	2-4
ARTICLE	5.	Association Rights and Privileges.....	4-5
ARTICLE	6.	Teacher/Secretary Work Year/Vacation.....	5-6
ARTICLE	7.	Teaching Hours & Teaching Load/Secretaries Hours.....	6-7
ARTICLE	8.	Class Size.....	7-8
ARTICLE	9.	Specialists.....	8
ARTICLE	10.	Non-Teaching Duties.....	9
ARTICLE	11.	Teacher/Secretary Employment.....	9-10
ARTICLE	12.	Salaries.....	10
ARTICLE	13.	Voluntary Transfers & Reassignments.....	11
ARTICLE	14.	Involuntary Transfers & Reassignments.....	11
ARTICLE	15.	Promotions.....	11-12
ARTICLE	16.	Teacher/Secretary Evaluation.....	12-13
ARTICLE	17.	Teacher Facilities.....	14
ARTICLE	18.	Teacher - Administration Liaison.....	14
ARTICLE	19.	Sick Leave.....	14-15
ARTICLE	20.	Temporary Leave of Absence.....	15-16
ARTICLE	21.	Extended Leaves of Absence.....	16-17
ARTICLE	22.	Professional Development & Educational Improvement.....	17-18
ARTICLE	23.	Maintenance of Classroom Control & Discipline.....	18
ARTICLE	24.	Insurance Protection.....	18
ARTICLE	25.	Personal & Academic Freedom.....	18
ARTICLE	26.	Deduction from Salary.....	19-20
ARTICLE	27.	Miscellaneous Provisions.....	20
ARTICLE	28.	Duration of Contract.....	21
SCHEDULE	A-1	Teacher Salary Guide 2014-2015.....	22
SCHEDULE	A-2	Teacher Salary Guide 2015 - 2016.....	23
SCHEDULE	A-3	Teacher Salary Guide 2016 - 2017.....	24
SCHEDULE	B	Honorariums & Extra Curricular Activities.....	25-26
SCHEDULE	C	Hospitalization.....	27
SCHEDULE	D	Prescription Insurance.....	27
SCHEDULE	E	Dental Insurance.....	27
SCHEDULE	F	Fringe Benefits - Unused sick leave reimbursement.....	27
SCHEDULE	G	Fringe Benefits - attendance reimbursement.....	27
Secretary Salary Guide		2014 /2015-2016/2017.....	28
Teacher-Step		2014 /2015- 2016 /2017.....	29
Movement		2014/2015 - 2016/2017.....	30
Secretary Step		31
Movement		31
Grievance Form		31

PREAMBLE

This agreement entered into this 1st day of July, 2014 by and between the Board of Education of Edgewater Park, the city of Edgewater Park, New Jersey, hereinafter called the "Board" and the Edgewater Park Education Association, hereinafter called the "Association".

ARTICLE I RECOGNITION

1:1 Pursuant to Chapter 123, Public Law 1974, the Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated/non-certificated personnel included herein:

- a. Classroom Teachers
- b. Special Education Teachers
- c. Art, Music and Physical Education Teachers
- d. Reading Teachers
- e. Nurse
- f. Librarian
- g. Guidance
- h. Speech
- i. Home Economics
- j. Industrial Arts
- k. Learning Disability Teacher Consultant
- l. Social Worker
- m. Secretaries
- n. All additional future employees having commonality to the unit as set forth above
- o. Summer Certified "Teacher Assistant"
- p. Certified "Teacher Assistant"

But excluding:

- a. Superintendent
- b. Board Secretary/Business Manager
- c. Principals
- d. Part-time Consultants
- e. Confidential Secretaries
- f. All other personnel of the school district not specifically enumerated in the inclusion set forth above

1:2 Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to teachers shall be deemed to include both the male and female, except when the context clearly limits the intent to one sex.

1:3 Unless otherwise indicated, the term "secretaries" when used hereinafter in this Agreement, shall refer to all secretaries represented by the Association in the negotiating unit as above defined.

1:4 Unless otherwise indicated, the term "employee(s)" when used hereinafter in this Agreement, shall refer to all certificated and non-certificated personnel represented by the Association in the negotiating unit as above defined.

ARTICLE 2
NEGOTIATION PROCEDURE

2:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Law 1974, in good faith. Such negotiations should begin not later than October 15th of the calendar year preceding the so negotiated contract and it shall apply to all employees, to be reduced to writing, be adopted by the Association and the Board and signed by the Association and the Board.

2:2 During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall permit the Association to inspect the following records, data and information of the Edgewater Park School District: an audit report, a complete list of employees' names, salaries, and step on guide, and any anticipated state and federal funds.

2:3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

2:4 This agreement shall not be modified in whole or in any part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3
GRIEVANCE PROCEDURE

3:1 A "grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication, or a violation of Board Policy, this Agreement, or an administration decision which is in violation of either Board Policy or this Agreement and adversely affects him. A grievance, to be considered under this procedure, must be initiated by the employee within thirty (30) days of the time the employee knew or should reasonably have known of its occurrence.

3:2 As used in this Article, the term "employee" shall mean (a) an individual employee, (b) a group of employees having the same grievance.

3:3 It is agreed by both parties that these proceedings will be kept as informal and confidential at any level of this procedure.

3:4 Failure at any step on this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the grievant of the decision rendered at that step.

3:5 It is understood that employees shall, during and notwithstanding the pending of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3:6 Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.

GRIEVANCE FORM

School: _____ Date: _____

Nature of Grievance: _____

Date of Occurrence: _____

Nature and extent of injury, loss or inconvenience: _____

Discussed with Supervisor: Yes _____ No _____ Date: _____

Results of discussion: _____

Reason for dissatisfaction with decision: _____

Relief sought: _____

Name of Grievant: _____

Signature: _____

Date: _____

STEP MOVEMENT FOR 2014/2015 - 2016/2017 Secretary Guide			
2013/2014	2014/2015	2015/2016	2016/2017
		1	1
		2	2
	1	3	3
	2	4	4
	3	5	5
	4	6	6
	5	7	7
	6	8	8
	7	9	9
	8	10	10
	9	11	11
	10	12	12
	11	13	13
	12	14	14
	13	15	15
	14	16	16
	15	16	16
	16	16	16

3:7 Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option by a representative selected or approved by the Association.

3:8 When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at Level two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the employee held concerning the grievance, and shall receive a copy of all decisions rendered.

3:9 Level one - Any employee who has a grievance shall discuss it first with his principal, immediate supervisor or department head, if applicable, in an attempt to resolve the matter informally at that level.

3:10 Level two - If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she may set forth his grievance in writing to his Principal on the grievance forms provided. The Principal shall communicate his/her decision to the employee in writing within five (5) school days of the receipt of the written grievance. (Sample grievance form on the last page.)

3:11 Level three - The employee, no later than five (5) school days after the receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the Principal as specified above, and his or her dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing to the employee and the Principal.

3:12 Level four - If the grievance is not resolved to the employee's satisfaction, s/he, no later than five (5) school days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing within 45 calendar days of the receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

3:13 Level five - No claim by an employee shall constitute a grievable matter beyond Level four or be processed beyond Level four if it pertains to (a) any matter for which a detailed method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any existing by-laws of the Board of Education or (d) any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone (e) any complaint of a non-tenure teacher which arises by reason of his/her not being reemployed (f) or a complaint by any certificated personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required. If the employee is dissatisfied with the decision of the Board of Education and only if the grievance pertains to an alleged violation of this Agreement between the Board and the Association, the employee may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two weeks after the decision, in writing, of the Board of Education, was known.

An employee in order to process his/her grievance beyond Level four, must have his/her request for such action accompanied by the written recommendation for such action by the Association. Such request can be honored only if the grievant or grievants and the Association representing them waive the right, if any, in writing of said grievant or grievants and the Association representing them to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrator's report.

3:14 The following procedure will be used to secure the services of an arbitrator:

A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list within ten (10) days, they will request the American Arbitration Association to submit a second roster of names.

If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list within ten (10) days, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The findings of the arbitrator shall be binding upon the parties. Only the Board, the aggrieved, his representatives and the Association shall be given copies of the arbitrator's report. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

If requested by either of the parties, the arbitrator will first decide the question of arbitratorship of the issue prior to entering into a hearing concerning the dispute.

3:15 Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

3:16 Each party shall bear the total cost incurred by themselves.

3:17 The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

3:18 When prepared, grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss or inconvenience, (c) the results of previous discussions and (d) his dissatisfaction with decisions previously rendered and (e) the relief sought by the grievant.

3:19 The Edgewater Park Education Association and the School Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Edgewater Park Education Association, in consideration of the value of this Agreement and its terms and conditions, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

ARTICLE 4 EMPLOYEE RIGHTS

4:1 Pursuant to Chapter 123, Public Law 1974, the Board shall not discriminate against any employee for participation in the Association or its affiliates.

The Board and Association agree that where professional disputes exist or arise between employee and administrator, such disputes will be resolved in private.

STEP MOVEMENT 2014/2015 - 2016/2017

Teacher Guide					
2013/2014	2014/2015	2015/2016	2016/2017		
		1	2	1	
1	1	2	3	4	
2	2	3	4	5	
3	3	4	5	6	
4	4	5	6	7	
5	5	6	7	8	
6	6	7	8	9	
7	7	8	9	10	
8	8	9	10	11	
9	9	10	11	12	
10	10	11	12	13	
11	11	12	13	14	
12	12	13	14	15	
13	13	14	15	16	
14	14	15	16	17	
15	15	16	17	18	

Years of Service VS Step on Guide - For new employees entering District

2013 / 2014	2014 / 2015	2015 / 2016	2016 / 2017		
# Yrs	Step	# Yrs	Step	# Yrs	Step
1-2	1	1	1	1	1
3	2	2-3	2	2	2
4	3	4	3	3	3
5	4	5	4	4	4
6-7	5	6	5	5	5
8-11	6	7-8	6	6	6
12	7	9-12	7	7	7
13	8	13	8	8	8
14	9	14	9	9-10	9
15-16	10	15	10	11	10
17	11	16-17	11	12	11
18	12	18	12	13	12
19	13	19	13	14	13
20-21	14	20	14	15	14
22+	15	21+	15	16	15

EDGEWATER PARK TOWNSHIP SCHOOLS					
Salary Guides - Secretaries:					
2014-2015:		2015-2016:		2016-2017:	
STEP	Salary	STEP	Salary	STEP	Salary
1	34,731	1	35,696	1	36,840
2	35,072	2	36,037	2	37,181
3	35,413	3	36,378	3	37,522
4	35,754	4	36,719	4	37,863
5	36,589	5	37,554	5	38,534
6	37,167	6	38,132	6	39,205
7	37,721	7	38,686	7	39,876
8	38,554	8	39,519	8	40,547
9	39,041	9	40,006	9	41,218
10	39,806	10	40,771	10	41,889
11	40,452	11	41,417	11	42,561
12	40,979	12	41,944	12	43,088
13	41,958	13	42,923	13	44,068
14	42,939	14	43,904	14	45,048
15	43,916	15	44,881	15	45,940
16	44,723	16	45,688	16	46,832

\$500 Longevity will be added to the base salary after 10 continuous years in Edgewater Park, \$750 after 15 years, and \$1000 after 20 continuous years in Edgewater Park. (total \$1000)

4:2 Except for just cause, an employee shall not be disciplined.

4:3 Whenever any employee is requested to appear for a formal hearing before the Superintendent, Board or any Committee or Member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, of the salary or any increments pertaining thereto, s/he shall be given written notice of the reasons four (4) working days prior to such meeting or interview and shall be entitled to have a representative of his choosing present to advise him/her and represent him/her during a meeting or interview. Any suspension of an employee pending charges shall be with pay.

4:4 No employee shall be prevented from wearing appropriate pins or other identification of membership in the Association or its affiliates.

4:5 Nothing contained herein shall be construed to deny or restrict to any employee such rights as s/he may have under New Jersey School Laws or other applicable laws.

4:6 The teacher shall maintain the right to determine grades according to the grading policy as set forth in the Edgewater Park Board of Education Policy Manual.

4:7 Members shall have the right to enroll their children in the Latchkey program at 50% of the rate for the school year and 80% of the rate for the summer.

ARTICLE 5 ASSOCIATION RIGHTS AND PRIVILEGES

5:1 The Board shall permit the Association to inspect the following records, data and information of the Edgewater Park School District: an audit report, a complete list of "Employees" names, salaries, and step on guide, and any anticipated state and federal funds.

5:2 Whenever any representative of the Edgewater Park Association or any employee is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences or meetings, s/he shall suffer no loss in pay.

5:3 The Association and its representative shall have the right to use school buildings at all reasonable hours for meetings. A request to the principal of the building in question shall be made in advance of the time and place of all such meetings.

5:4 The Association shall have the right to reasonable use of school equipment used by the general school public at reasonable times when such equipment is not otherwise in use. The Association shall pay for the repairs necessitated as a result thereof.

5:5 The Association shall have, in each school building, the use of a bulletin board in each faculty lounge. All Association materials shall be properly identified by the person posting said materials. The Superintendent shall have the right to request removal of all materials that are identified objectionable.

5:6 The Association shall have the right to use the interoffice mail facilities, e-mail and school mailboxes as it deems necessary with the approval of the Superintendent and/or Principal. Such approval shall not be unreasonably withheld.

5.7 All orientation programs for new employees sponsored by the Board shall include scheduled time for a representative of the Association to present the program of the Association.

5.8 The rights and privileges of the Association and its representative as set forth in Article V shall be granted to the Association as the exclusive representative of the employees and to no other employee organizations.

ARTICLE 6 TEACHER/SECRETARY WORK YEAR/VACATION

6.1 The in-school work year for teachers employed on a ten (10) month basis shall not exceed 186 days, of which a maximum of 180 days will involve student contact time. The 186th day shall be 6 hours of non-instructional time, which will count toward required professional development hours. The six (6) hours for the 186th day may be utilized as individual hours to be used for professional development during the course of the school year. Hours must be taken outside of the contracted day.

6.2 The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.

6.3 The school calendar shall be reviewed each year with the ^{Association} Administration prior to its presentation to the Board by the Superintendent. The Association will have the right to suggest to the Superintendent changes that they feel will reflect positively on the total operation of the school system. If there is a situation which necessitates a change in the calendar, the Superintendent shall consult with the Association when possible.

6.4 Secretaries 12 or 10 month shall work on the same days that teachers work from September through June (school calendar). However, the administration has the right to decide if secretaries are needed to assist them during any holiday season.

6.5 Secretaries (12 month) shall have Labor Day and the 4th of July off. If the 4th of July falls on a weekend, then the closest day (Friday or Monday) will be given off.

6.6 Secretaries (12 month) shall have the following vacation schedule with pay set forth below:

a. Vacation schedules will be arranged and coordinated with an employee's immediate supervisor and be submitted to the Superintendent of Schools and Business Manager for approval. Up to a maximum of ten (10) vacation days can be taken during the school year, with only one occasion of five continuous vacation days at one time that may not be taken immediately prior to or after a school holiday; the remaining five (5) days may be taken in increments of no more than two (2) continuous days that may be taken immediately prior to or after a school holiday, upon prior approval of the administration; said approval will not be unreasonably withheld. Vacation time may not be used during the first week of school (Labor Day week), nor during the last week in June that school is in session. Vacation requests for five (5) or more continuous days must be submitted at least 30 days prior to the requested dates, except in the case of extenuating circumstances.

b. Schedules:

Two (2) weeks after the first full year.

Three (3) weeks with the beginning of the fifth year.

Four (4) weeks with the beginning of the tenth year.

SCHEDULE "C" - HOSPITALIZATION

The Board shall provide and pay the premium for full family coverage, where appropriate, of a health insurance plan through the School Employees' Health Benefits Program (formerly known as the State Health Benefits Program). Employees shall contribute a percentage of his/her salary to cover the cost of health benefits in accordance with applicable law. The Board will maintain a Section 125 plan to allow for any required deduction of employee contributions (i.e., P.L. 2010, Chapter 2) on a pre-tax basis.

The Board agrees to cover all HMO's up to the value of the Horizon NJ Direct 10 SEHBP Plan.

SCHEDULE "D" - PRESCRIPTION INSURANCE

The Board shall provide a \$10 Name Brand, \$3 Generic and for Mail Order, a \$15 Name Brand, \$5 Generic Brand (mail order provides a 90 day supply) fully funded family coverage prescription plan.

SCHEDULE "E" - DENTAL INSURANCE

The Board shall provide a full one hundred percent (100%) family dental plan (100%, 80%, 50% and braces) with a maximum limit to \$2000 per person per year.

INSURANCE CARRIER SELECTION

Nothing contained herein shall deny the right of the Board to determine the carrier for the Dental, Prescription, Blue Cross and Blue Shield plan provided it demonstrates to the Association that any change in carriers will not reduce the range and levels of benefits and services.

SCHEDULE "F"

Unused sick leave will be reimbursed at an accumulated daily rate of \$65 per day and will apply to professional staff inclusive of secretarial staff.

1. a. For retirement - Entering into by vesting or receiving pension benefits from TPAF / PERS.

b. Separation from the school district with a minimum age of 50 and a minimum of 10 years of service to the school district.

c. There will be an individual unused sick leave cap of \$15,000 for all new employees hired after July 1, 2001 unless changed by Legislation.

2. Allow payment of the unused sick day reimbursement to the estate of a deceased employee, for employees with 10 or more accumulated years of experience in the district.

SCHEDULE "G"

The Board will pay \$400 to certified staff for perfect attendance and \$300 for up to only two days absent (sick and personal). Perfect attendance shall not be negated by staff absences due to religious holidays.

HOURLY EXTRACURRICULAR ACTIVITIES: Schedule B Continued				
SCHOOL	JOB NAME	AMOUNT	AMOUNT	AMOUNT
		'14 - '15	'15 - '16	'16 - '17
Magowan	PJ Night	\$49.00	\$51.00	\$53.00
Magowan	Art Club	\$49.00	\$51.00	\$53.00
Ridgway	Before & After School Targeted Assistance Program	\$49.00	\$51.00	\$53.00
Ridgway	State Test Prep	\$49.00	\$51.00	\$53.00
Ridgway	Choir	\$49.00	\$51.00	\$53.00
Ridgway	Run / Walk Club	\$49.00	\$51.00	\$53.00
Ridgway	Summer School	\$49.00	\$51.00	\$53.00
Overnight reimbursement rate:				
'14/'15: \$224.00	'15/'16: \$226.00	'16/'17: \$228.00		
Ridgway 8th Grade trip reimbursed at the overnight rate.				
Summer Certified Assistants/Certified Teacher Assistants hourly rate:				
'14/'15: \$22.00	'15/'16: \$23.00	'16/'17: \$24.00		
After school activities or assigned responsibilities that go beyond the regular teacher school day will be paid at the hourly rate:				
'14/'15: \$49.00	'15/'16: \$51.00	'16/'17: \$53.00		

c. Secretaries who are entitled to two (2) weeks vacation with pay may also have the option of taking one (1) or two (2) weeks additional vacation without pay. Those employees who are entitled to three (3) weeks vacation with pay may take one (1) additional week without pay. The immediate supervisor must agree upon additional vacation weeks.

d. Secretaries leaving the school system shall be paid for all vacation time earned but not used during their last school year of employment. The amount paid shall be the regular rate of pay for each day of accumulated unused vacation time.

ARTICLE 7 TEACHING HOURS AND TEACHING LOAD/SECRETARIES HOURS

7:1 As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall initial the official check in-check out sheet upon entering and leaving the building. The in-school workday for teachers shall not consist of more than seven (7) hours and five (5) minutes. Professional staff members shall be required to attend no more than two (2) fifty (50) minute professional development activities per month. These activities may be scheduled at the conclusion of the student day (Monday through Thursday) but shall begin no later than the end of the teacher day. One (1) meeting shall be administration directed. One (1) meeting shall have content planned collaboratively between staff and administration.

7:1.a. Beginning in the 2009/2010 school year, the Board and the Association agree to continue the present practice of three parent-teacher conference days in November, which will consist of the following: two (2) half day afternoon parent-teacher conference sessions and one (1) evening parent-teacher conference session of two (2) hours; this work day shall be a half-day with early dismissal for teachers and students.

7:2 Parent-Teacher Meetings - The Association and the Board join in encouraging all faculty members to attend their school's P.T.O. meetings.

7:3 Teachers may leave their building without requesting permission during their scheduled duty-free lunch periods, but must initial the official check in - check-out sheet upon entering and leaving the building.

7:4 An Association representative may speak to the teachers during any faculty meeting for at least ten (10) minutes on the request of the representative. Any teacher may leave if s/he desires.

7:5 The notice of an agenda for any meeting shall be given to the teachers involved at least two (2) days prior to the meeting. The teacher shall have the opportunity to suggest items for the agenda.

7:6 The Board and the Association agree that the extra-curricular activities listed in Schedule B are educationally worthwhile.

7:7 Teacher participation in extra-curricular activities shall be voluntary and shall be compensated according to the rate of pay in Schedule B.

7:8 The Board shall provide teachers with a minimum of five (5) forty (40) consecutive minute periods for preparation time, one (1) uninterrupted preparation period for each day school is in session, with a minimum of 200 minutes per week.

The unassigned period is a professional time provided for each teacher to engage in activities related to his/her teaching responsibilities, such as planning, conferring with parents, students, administrators or other staff members. No one is to leave the building during unassigned time without administrative approval.

All teachers shall have a duty free forty-five (45) minute lunch period.

All secretaries shall have a duty-free sixty (60) minute lunch period.

7-8.a On half days when students are present, the instructional, preparation periods and lunch periods will be of equal duration for all certified staff as established by the Administration and the Association.

7-9 All teachers who voluntarily give up their preparation period to cover other classes will be compensated for the lost preparation period at (\$49), (increase the rate by \$2.00 for year 2 - \$51.00 and year 3 - \$53.00) per hour for each year of the contract respectively or (\$82), (\$89), (\$88) per minute for each year of the contract respectively. Volunteers will be placed on a list. Teachers on the list certified to teach the course being covered will be assigned first, if available; if not, the teachers will be assigned on a rotating basis.

7-10 Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them consistent with Board policy.

7-11 Departmentalized teachers shall not be required to teach more than two (2) subject areas, nor more than a total of three (3) teaching preparations.

7-12 All Ridgway School teachers may be assigned a sixth (6th) teaching period commencing with the 2015-2016 school year.

7-13 All secretaries shall work 7 hours per day plus 1 hour for lunch. Secretaries will initial the official check in - check out sheet upon entering and leaving the building. In the summer, the work day for secretaries shall be six (6) hours per day plus a one (1) hour lunch, five days per week. On the following two days (the last school day prior to Winter Break and the last work day that school is in session) the building secretaries shall have a one-half (1/2) hour lunch break and be permitted to leave early as per the present practice. Summer hours start the day after school closes and end on the Friday before Labor Day.

7-14 All secretaries shall be entitled to one uninterrupted break period of 15 minutes in the morning and one uninterrupted break period of 15 minutes in the afternoon.

ARTICLE 8 CLASS SIZE

8-1 The Board will endeavor to conform to the class size of twenty-five (25) pupils per class in all classes except health and physical education in kindergarten through eighth grade within the realm of economic ability.

8-2 The Board will endeavor to conform to the normal size for health and physical education classes fifty (50) students.

8-3 However, the provisions of this Article shall not be subject to the arbitration provisions set forth in Article 3 of this Agreement.

CLUBS AND HONORARIUMS		SCHEDULE B		
SCHOOL	JOB NAME	AMOUNT	AMOUNT	AMOUNT
		¹⁴⁻¹⁵	¹⁵⁻¹⁶	¹⁶⁻¹⁷
Magowan	Student Council	\$1,464.00	\$1,494.00	\$1,524.00
Magowan	Year Book Director	\$1,184.00	\$1,208.00	\$1,233.00
Magowan	Assistant Yearbook Director	\$884.00	\$908.00	\$933.00
Magowan	Safety Patrol	\$1,904.00	\$1,943.00	\$1,982.00
Magowan	Young Astronauts	\$1,338.00	\$1,365.00	\$1,393.00
Magowan	Chess Club	\$1,237.00	\$1,262.00	\$1,288.00
Magowan	Garden Club	\$1,464.00	\$1,494.00	\$1,524.00
Magowan	I & RS	\$1,071.00	\$1,093.00	\$1,115.00
Magowan	Reader/Writer Club	\$1,183.00	\$1,207.00	\$1,232.00
Magowan	Math Club (1st/2nd)	\$1,183.00	\$1,207.00	\$1,232.00
Magowan	Math Club (3rd/4th)	\$1,183.00	\$1,207.00	\$1,232.00
Magowan	Drama Club	\$1,183.00	\$1,207.00	\$1,232.00
Magowan	Just Say No	\$1,183.00	\$1,207.00	\$1,232.00
Magowan	Summer Enrichment 4 wks	\$1,929.00	\$1,968.00	\$2,008.00
Magowan	Intramurals	\$1,292.00	\$1,318.00	\$1,345.00
Ridgway	Student Council	\$2,069.00	\$2,111.00	\$2,154.00
Ridgway	National Jr. Honor Society	\$1,200.00	\$1,224.00	\$1,249.00
Ridgway	Basketball Girls Head Coach	\$2,221.00	\$2,266.00	\$2,312.00
Ridgway	Basketball Girls Assistant	\$1,173.00	\$1,197.00	\$1,221.00
Ridgway	Basketball Boys Head Coach	\$2,221.00	\$2,266.00	\$2,312.00
Ridgway	Basketball Boys Assistant	\$1,173.00	\$1,197.00	\$1,221.00
Ridgway	Register Advisor	\$1,739.00	\$1,774.00	\$1,810.00
Ridgway	Talent Show	\$1,237.00	\$1,262.00	\$1,288.00
Ridgway	STEM Club	\$1,338.00	\$1,365.00	\$1,393.00
Ridgway	Cheerleading	\$1,739.00	\$1,774.00	\$1,810.00
Ridgway	Baseball	\$2,221.00	\$2,266.00	\$2,312.00
Ridgway	Baseball Assistant	\$1,020.00	\$1,041.00	\$1,062.00
Ridgway	Softball	\$2,221.00	\$2,266.00	\$2,312.00
Ridgway	Softball Assistant	\$1,020.00	\$1,041.00	\$1,062.00
Ridgway	Chess Club	\$1,237.00	\$1,262.00	\$1,288.00
Ridgway	Year Book Director	\$1,338.00	\$1,365.00	\$1,393.00
Ridgway	Assistant Yearbook Director	\$1,038.00	\$1,063.00	\$1,093.00
Ridgway	I & RS	\$1,071.00	\$1,093.00	\$1,115.00
Ridgway	Theater	\$2,190.00	\$2,234.00	\$2,279.00
Ridgway	Summer Enrichment 4 wks	\$1,929.00	\$1,968.00	\$2,008.00
Ridgway	Intramurals	\$1,292.00	\$1,318.00	\$1,345.00

Schedule A-3									
EDGEWATER PARK TOWNSHIP SCHOOLS - Teachers' Salary Guide									
2016-2017									
STEP	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	DOC
1	51,045	51,345	51,645	51,945	53,045	53,645	54,045	54,445	56,045
2	51,245	51,545	51,845	52,145	53,245	53,845	54,245	54,645	56,245
3	51,445	51,745	52,045	52,345	53,445	54,045	54,445	54,845	56,445
4	51,745	52,045	52,345	52,645	53,745	54,345	54,745	55,145	56,745
5	52,045	52,345	52,645	52,945	54,045	54,645	55,045	55,445	57,045
6	52,545	52,845	53,145	53,445	54,545	55,145	55,545	55,945	57,545
7	53,885	54,185	54,485	54,785	55,885	56,485	56,885	57,285	58,885
8	56,870	57,170	57,470	57,770	58,870	59,470	59,870	60,270	61,870
9	59,590	59,890	60,190	60,490	61,590	62,190	62,590	62,990	64,590
10	62,530	62,830	63,130	63,430	64,530	65,130	65,530	65,930	67,530
11	65,410	65,710	66,010	66,310	67,410	68,010	68,410	68,810	70,410
12	70,400	70,700	71,000	71,300	72,400	73,000	73,400	73,800	75,400
13	74,350	74,650	74,950	75,250	76,350	76,950	77,350	77,750	79,350
14	78,510	78,810	79,110	79,410	80,510	81,110	81,510	81,910	83,510
15	83,520	83,820	84,120	84,420	85,520	86,120	86,520	86,920	88,520

Longevity: \$750 after 10_ continuous years in Edgewater Park. \$250 additional longevity will be added to the base salary after 15, 20, 25, 30 continuous years in Edgewater Park. (total \$1,750).

Anyone with less than ten (10) years continuous years in Edgewater Park who receives longevity at the time that this contract is signed, or who is eligible for longevity for the 2014-2015 year, shall continue to receive that longevity, but no additional longevity, until she reaches ten (10) years at which time the longevity for ten (ten) years will begin at the \$750 level inclusive of any previously earned longevity. This would eliminate the practice of providing longevity at the 3 and 6 year except where grandfathered.

Movement on the guide related to acquired graduate credits will apply according to the following schedule:

- Grades to substantiate guide movement shall be submitted to the BOE by August 1st. The resulting salary increase will be included in the September 15th paycheck.
- Grades to substantiate guide movement shall be submitted to the BOE by the first working day in January. The resulting salary increase will be included in the February 15th paycheck.

ARTICLE 9 SPECIALISTS

- 9:1 The Board will endeavor to maintain the number of Specialists presently employed.
- 9:2 The Board agrees at all times to maintain an adequate list of substitute teachers who shall be provided with appropriate orientation and training by the administration to help them instruct the classes they cover.
- 9:3 However, the provisions of this Article shall not be subject to the arbitration provisions set forth in Article 3 of this Agreement.

ARTICLE 10 NONT EACHING DUTIES

- 10:1 The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to that end.
- 10:2 The Board agrees to continue its present policy of not requiring teachers to perform the following duties:
- The following nonprofessional assignments: handling or inventorying of books, except in their respective classrooms and keeping registers.
- 10:3 The Board agrees to have machine scored those standardized tests which are administered to a group.
- 10:4 The Board shall maintain the present practice of not requiring the teachers to count collected money.
- 10:5 Teachers shall not be required to drive students to activities which take place away from the school building.
- ARTICLE 11
TEACHER / SECRETARY EMPLOYMENT**
- 11:1 Prior teaching experience, related educational experience or military service credit shall be negotiated individually with new employees. The credit agreed upon shall serve as the base from which future progress on the salary schedule will occur.

A teacher shall not be placed on the salary guide above any existing teacher with the same number of professional teaching years. All placements will be based on supporting documentation.

A secretary shall not be placed on the salary guide above any existing secretary with the same number of public school years. All placements will be based on supporting documentation.

11:2 Employees with previous teaching experience in the Edgewater Park School District shall, upon returning, receive salary credit for said experience and shall be restored to their proper place on the salary schedule.

11:3 Unused sick leave days previously accumulated while in the service of the Edgewater Park School District will be restored to all employees returning from approved leaves of absence.

11.4 Employees shall be notified of their contract and salary status for the ensuing year not later than May 15th.

11.5 Teachers shall be given notice of their tentative teaching assignment for the next school year five (5) working days prior to the close of the present school year.

ARTICLE 12 SALARIES

12.1 The salaries of all teachers covered by this Agreement are set forth in Appendix A which is attached hereto and made a part thereof.

12.2 Employees employed on a ten (10) month basis/ twelve (12) month basis shall be paid in twenty (20) twenty-four (24) equal semi-monthly installments in the manner now followed. Effective July 1, 2009, employees are required to have direct deposit for paychecks.

12.3 Employees may individually elect to have any legal amount of their gross monthly salary deducted from their pay monthly and paid directly to an interest bearing account consistent with pay period. Notice must be given in writing to the Secretary of the Board on or before September 10th of each academic year. Employees may individually elect to have a portion of their gross monthly salary deducted from their pay and deposited to their credit in any financial institution.

12.4 Effective July 1, 2009, when a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.

12.5 Teachers shall receive their final checks on the last working day in June provided the Principals checklist is complete and provided they have completed all professional responsibilities. Teachers who have exhausted their sick and personal time during the course of the school year shall have their last check held until the final pay-run of June. Teachers affected by this shall be notified as soon as the exhaustion of days has been determined.

12.6 As in the past, the Board of Education may withhold the salary raise and/or increment of any teacher upon the recommendation of the Superintendent in accordance with and governed by the New Jersey Law (RS 18A:29-14).

12.7 Procedures for withholding the salary raise and/or increment:
a. A hearing will be held before the Board of Education.
b. If the matter is not resolved at a hearing with the Board, the steps outlined by New Jersey Law (RS 18A:29-14) shall be followed

12.8 Transportation approved by the Superintendent will be paid at the rate consistent with the deduction allowed for mileage by the IRS.

12.9 Travel
a. Those whose jobs require travel within the district will be paid at the prevailing IRS rate per mile.
b. Approved travel outside the district will be compensated at the prevailing IRS rate per mile.

Schedule A-2									
EDGEWATER PARK TOWNSHIP SCHOOLS - Teachers' Salary Guide									
2015-2016									
STEP	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	DOC
1	50,345	50,645	50,945	51,245	52,345	52,945	53,345	53,745	55,345
2	50,545	50,845	51,145	51,445	52,545	53,145	53,545	53,945	55,545
3	50,745	51,045	51,345	51,645	52,745	53,345	53,745	54,145	55,745
4	51,045	51,345	51,645	51,945	53,045	53,645	54,045	54,445	56,065
5	51,345	51,645	51,945	52,245	53,345	53,945	54,345	54,745	56,345
6	51,645	52,145	52,445	52,745	53,845	54,445	54,845	55,245	56,845
7	53,185	53,485	53,785	54,085	55,185	55,785	56,185	56,585	58,185
8	56,170	56,470	56,770	57,070	58,170	58,770	59,170	59,570	61,170
9	58,880	59,180	59,480	59,780	60,880	61,480	61,880	62,280	63,880
10	61,830	62,130	62,430	62,730	63,830	64,430	64,830	65,230	66,830
11	64,710	65,010	65,310	65,610	66,710	67,310	67,710	68,110	69,710
12	69,700	70,000	70,300	70,600	71,700	72,300	72,700	73,100	74,700
13	73,650	73,950	74,250	74,550	75,650	76,250	76,650	77,050	78,650
14	77,810	78,110	78,410	78,710	79,810	80,410	80,810	81,210	82,810
15	82,820	83,120	83,420	83,720	84,820	85,420	85,820	86,220	87,820

Longevity: \$750 after 10, continuous years in Edgewater Park. \$250 additional longevity will be added to the base salary after 15, 20, 25, 30 continuous years in Edgewater Park. (total \$1,750).

Anyone with less than ten (10) years continuous years in Edgewater Park who receives longevity at the time that this contract is signed, or who is eligible for longevity for the 2014-2015 year, shall continue to receive that longevity, but no additional longevity, until s/he reaches ten (10) years at which time the longevity for ten (ten) years will begin at the \$750 level inclusive of any previously earned longevity. This would eliminate the practice of providing longevity at the 3 and 6 year except where grandfathered.

Movement on the guide related to acquired graduate credits will apply according to the following schedule:

- Grades to substantiate guide movement shall be submitted to the BOE by August 1st. The resulting salary increase will be included in the September 15th paycheck.
- Grades to substantiate guide movement shall be submitted to the BOE by the first working day in January. The resulting salary increase will be included in the February 15th paycheck.

Schedule A-1

EDGEWATER PARK TOWNSHIP SCHOOLS - Teachers' Salary Guide 2014-2015

STEP	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	DOC
1	49,645	49,945	50,245	50,545	51,645	52,245	52,645	53,045	54,645
2	49,845	50,145	50,445	50,745	51,845	52,445	52,845	53,245	54,845
3	50,045	50,345	50,645	50,945	52,045	52,645	53,045	53,445	55,045
4	50,345	50,645	50,945	51,245	52,345	52,945	53,345	53,745	55,345
5	50,645	50,945	51,245	51,545	52,645	53,245	53,645	54,045	55,645
6	51,145	51,445	51,745	52,045	53,145	53,745	54,145	54,545	56,145
7	52,485	52,785	53,085	53,385	54,485	55,085	55,485	55,885	57,485
8	55,470	55,770	56,070	56,370	57,470	58,070	58,470	58,870	60,470
9	58,190	58,490	58,790	59,090	60,190	60,790	61,190	61,590	63,190
10	61,130	61,430	61,730	62,030	63,130	63,730	64,130	64,530	66,130
11	64,010	64,310	64,610	64,910	66,010	66,610	67,010	67,410	69,010
12	69,000	69,300	69,600	69,900	71,000	71,600	72,000	72,400	74,000
13	72,950	73,250	73,550	73,850	74,950	75,550	75,950	76,350	77,950
14	77,110	77,410	77,710	78,010	79,110	79,710	80,110	80,510	82,110
15	82,120	82,420	82,720	83,020	84,120	84,720	85,120	85,520	87,120

Longevity: \$750 after 10 continuous years in Edgewater Park. \$250 additional longevity will be added to the base salary after 15, 20, 25, 30 continuous years in Edgewater Park. (total \$1,750).

Anyone with less than ten (10) years continuous years in Edgewater Park who receives longevity at the time that this contract is signed, or who is eligible for longevity for the 2014-2015 year, shall continue to receive that longevity, but no additional longevity, until she reaches ten (10) years at which time the longevity for ten (ten) years will begin at the \$750 level inclusive of any previously earned longevity. This would eliminate the practice of providing longevity at the 3 and 6 year except where grandfathered.

Movement on the guide related to acquired graduate credits will apply according to the following schedule:

- Grades to substantiate guide movement shall be submitted to the BOE by August 1st. The resulting salary increase will be included in the September 15th paycheck.
- Grades to substantiate guide movement shall be submitted to the BOE by the first working day in January. The resulting salary increase will be included in the February 15th paycheck.

ARTICLE 13 VOLUNTARY TRANSFERS AND REASSIGNMENTS

13:1 At least one day before spring recess of each school year the Superintendent shall make available to the Association and post in all school buildings a list of the vacancies which occur during the following school year as known at that time.

13:2 Teachers and secretaries who desire a change in grade or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than ten (10) school days after notice is posted. Such statement shall include the grade and/or subject or school to which s/he desires to be transferred in order of preference.

13:3 In the determination of requests for voluntary reassignments and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system as determined by the Superintendent. If a teacher's request for transfer has been denied, a renewed or subsequent request may be made in the following school year.

13:4 Final determination relative to transfer is vested with the Board and shall not be subject to the arbitration provisions set forth in Article 3 of this Agreement.

ARTICLE 14 INVOLUNTARY TRANSFERS AND REASSIGNMENTS

14:1 Notice of involuntary transfer or reassignment shall be given as soon as practical before the end of the school year or as soon thereafter as the involuntary transfers and/or reassignment occurs.

14:2 In the event that the employee objects to the transfer or reassignment, and upon request of the employee, the Superintendent shall meet with him and discuss said transfer and/or reassignment. The employee may request a representative of the Association to be present.

14:3 Final determination relative to transfer is vested with the Board and shall not be subject to the arbitration provisions set forth in Article 3 of this Agreement.

14:4 Teachers notified about required room changes after June 1, will be given a \$300 stipend. The custodial staff will move the contents of the room.

ARTICLE 15 PROMOTIONS

15:1 All vacancies including summer school teachers shall be adequately published by the Superintendent in accordance with the following procedures.

15:2 When school is in session a notice shall be posted in each school as far in advance as practical, ordinarily at least ten (10) school days before the final date when applications are to be submitted. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies within a time limit specified in the notice, will apply to the Superintendent, who shall acknowledge receipt of applications.

15:3 Employees who desire to apply for a vacancy which may be filled during the summer period when the school is not regularly in session, shall submit their names to the Superintendent together with a position for which they desire to apply, and an address and phone number, where possible, where they

may be reached during the summer. The Superintendent shall notify employees of any vacancy and position for which they desire to apply, if possible, and such notice shall be sent as far in advance as practical, ordinarily twenty-one (21) days before the final date when applications are to be submitted. In addition, the Superintendent shall, within the same period post a list of vacancies to be filled during the summer period at his office and a copy of such notice shall be given to the Association President.

15.4 Announcements of appointments shall be made immediately after approval by posting a list in the office of the Central Administration in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

15.5 Regularly employed teachers in the Edgewater Park School District will be given prior consideration for appointment to summer school teaching positions. A written letter of interest must be filed on or before the deadline set by the administrative staff. The teacher must have training, qualifications and requisite skills necessary to meet the needs, purposes and requirements of the summer program.

ARTICLE 16 TEACHER / SECRETARY EVALUATION

16.1 All observation or evaluation of work performance of an employee shall be conducted openly and with full knowledge of the employee.

16.2 Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

16.3 The evaluation and/or observation of teachers will be conducted per AchieveNJ regulations. Additionally, for non-tenured teachers:

The building Principal will observe a teacher after which a written report will be made. Shortly thereafter the Principal will have a conference with said teacher. The strengths and weaknesses of said teacher and the recommendation of the Principal will be made part of the written report. The teacher will sign said report to indicate that s/he has seen it. The signature of the teacher is not to be construed as approval of the report. No written observation or evaluation shall become part of the teacher's personnel file unless the teacher has been offered the opportunity to sign such report. In the event the teacher refuses to sign, the report may be filed signature notwithstanding and the Association President shall be notified. If deemed necessary by the Principal, continued observation and evaluation will occur and in the event a teacher fails to implement or consistently disregards the Principal's suggestions, the teacher may be put on probation and the Superintendent notified of such action.

16.4 Supervisory report shall be presented to non-supervisory personnel by the Principal or counterpart supervisor periodically in accordance with the following procedures:

- a. Such reports shall be issued in the name of the building Principal and shall be addressed to the teacher.
- b. Such evaluations shall include strengths, weaknesses and specific suggestions for improvement.

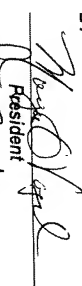
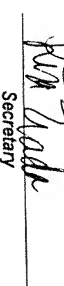
ARTICLE 28 DURATION OF AGREEMENT

28.1 It is agreed between the parties that this contract shall be effective for the period July 1, 2014 through June 30, 2017 provided however that the salary and fringe benefit schedules, annexed as "A", "B", "C", "D", "E", "F", "G" shall be applicable to the academic years, September 2014 through June 2017. Impasse procedures specified by law may be resorted to in the event of an impasse in either of said negotiations. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

28.2 In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first written above.

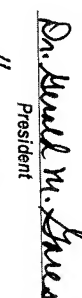

ASSOCIATION:

BY


President

Secretary

BOARD OF EDUCATION:

BY


President

Secretary

6. New Employees:

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who begin their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

ARTICLE 27
MISCELLANEOUS PROVISIONS

27.1 This agreement shall be construed as though it were Board and Association Policy for the items contained herein for the term of said Agreement and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as though they were Board and Association Policy.

27.2 Pursuant to Chapter 123, Public Law 1974, State of New Jersey: "Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established."

27.3 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

27.4 Any individual contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

27.5 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

27.6 Copying of this Agreement shall be reproduced at the expense of the Board within thirty (30) calendar days after the Agreement is signed. The Agreement shall be presented to all employees employed by the Board.

27.7 Whenever any notice is required to be given by either of the said parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by registered letter at the following addresses:

- a. If by Association, to the Board through the Superintendent of Edgewater Park Township Schools, 25 Washington Avenue, Edgewater Park, NJ PO Beverly, NJ 08010.
- b. If by Board, to the home address of the President of the Association.

- c. Such supervisory reports are to be provided for non-tenure teachers at least three times each year, the first not later than October 20 the second not later than January 20 & the third not later than March 20.

16.5 Once every two years at the time of the review of his/her personnel file, an employee shall have the right to indicate those documents and/or other materials in his/her file which s/he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

The decision of the Superintendent shall be final in determining the value or obsolescence of such material.

16.6 Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature. All material received from and signed by responsible sources concerning a teacher's conduct, service or character may be placed in the file.

16.7 The Board agrees to protect the confidentiality of personal reference, academic credentials and other similar documents.

16.8 Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher.

16.9 Prior to any annual evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including (but not limited to) all steps in Section 16.4, with said teacher regarding his performance as a teacher.

16.10 a. The Board shall evaluate its secretaries of this bargaining unit at least once a year.

b. A secretary shall receive a copy of his/her evaluation report.

c. Conferences regarding the evaluation report will be held if requested by the secretary or evaluator. No such report shall be submitted to the central office, placed in the secretary's file, or otherwise acted upon until a requested conference regarding the evaluation report is held or until the evaluation report has been signed by the secretary. Conferences, when requested, shall be held within fifteen working days of the date of the evaluation, unless extended by mutual agreement.

d. A signature is required of the secretary indicating receipt of the evaluation report.

e. A secretary at his/her option shall have the right to append a written response to the evaluation within ten (10) days of receipt of the report.

f. A copy of the evaluation shall be given to the employee, one day in advance of the conference.

**ARTICLE 17
TEACHER FACILITIES**

- 17-1 Each school shall maintain the present number of teacher lounges for the duration of the contract.
- 17-2 Teachers may call by telephone a designated person until 11:00 P.M. and between 6:00 A.M. and 7:00 A.M. if possible to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

**ARTICLE 18
TEACHER - ADMINISTRATION LIAISON**

- 18-1 The Administration shall select a Liaison Committee for each school building which shall meet with the Principal at least once a month during the school year for the duration of the school year to review and discuss local school problems and practices and to play an advisory role in the revision or development of building policies.
- 18-2 The Association's representative not to exceed five (5), shall meet with the Superintendent upon request during the school year to review and discuss current school problems and practices and the administration of this Agreement.
- 18-3 Meetings held under this Article shall be at the time mutually agreeable to the parties.

**ARTICLE 19
SICK LEAVE**

19-1 Title 18A:30-1 - DEFINITION OF SICK LEAVE

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

19-2 As of September 1, all teachers and all 10-month secretaries employed shall be entitled to ten (10) days sick leave. As of July 1, all 12 month secretaries employed shall be entitled to twelve (12) days sick leave each school year as of the first official day of employment whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Unused personal days shall be converted to accumulated sick days.

19-3 Employees shall be given a written accounting of accumulated sick leave days no later than October 1 of each school year.

19-4 Title 18A: 30-4:
In case of sick leave claimed, a Board of Education may require a physician's certificate to be filed with the secretary of the Board of Education in order to obtain sick leave.

19-5 Title 18A:30-6 - PROLONGED ABSENCE BEYOND SICK LEAVE PERIOD

When absence, under the circumstances described in Section 18A:30-1 of this Article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each

-14-

**ARTICLE 26
DEDUCTION FROM SALARY**

26-1 The Board agrees to deduct Association membership dues in accordance with present practice and State law relative to this matter.

26-2 Agency Representation Fee

The Board agrees to collect and forward to the Association an agency representation fee proportionate to annual dues for all non-members.

a. Purpose of Fee

If a covered employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the unit member's per capita cost of services rendered by the Association as a majority representative.

b. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

c. Deduction and Transmission of Fee:

1. Notification
On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule:

The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

3. Termination of Employment:

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics:

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

5. Changes:

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

- 19 -

Support Staff - Secretaries:

Reimbursement for tuition payments for college, providing the courses are job related, and each case will be reviewed individually and will be reimbursed at the Burlington County Community College undergraduate rate.

**ARTICLE 23
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

23:1 A student discipline policy shall be reduced to writing by the Superintendent and presented to each teacher at the start of each school year. It should reflect the duties and responsibilities of the Administration relative to the plan.

23:2 When in the judgment of a teacher, a student requires the attention of the Principal, Assistant Principal, a counselor, psychologist, physician or other specialist, she shall so inform his principal or immediate superior. The principal or immediate superior shall arrange as soon as possible for a conference among himself, the teacher and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

23:3 In the development of the system-wide discipline code, teachers shall contribute suggestions designed to make the code preventive rather than prescriptive.

ARTICLE 24 - INSURANCE PROTECTION

24:1 The Board agrees to provide health-care insurance consisting of a plan equal to or better than the School Employees' Health Benefit Program. The Board shall pay the premium for full family coverage. Employee contributions shall be in accordance with NJ law.

24:2 The Board agrees to make benefit payments upon reimbursement from the employee for a two year leave of absence for those employees that have a three year period of service.

24:3 Any part-time teacher or secretary who is employed under contract which is below 25 hours per week will not be covered with insurance protection as described in this article and schedules C, D and E.

**ARTICLE 25
PERSONAL AND ACADEMIC FREEDOM**

25:1 The personal life of an employee is not an appropriate concern or attention, except as it may directly prevent the employee from performing his assigned functions during the workday.

25:2 Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any Local, State or Federal law.

25:3 The Board and Association agree that academic freedom is essential to the fulfillment of the purposes of the Edgewater Park School District and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

day's salary less the cost of a substitute, if a substitute is employed or if the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 for 10-month and 1/240 for 12-month of the annual salary.

19:6 All requests for prolonged absence beyond sick leave must be in writing to the Board.

**ARTICLE 20
TEMPORARY LEAVES OF ABSENCE**

20:1 Employees shall be entitled to the following leaves of absence with full pay each school year.

1. Secretaries shall be entitled to four (4) personal days plus one (1) floating day for the employee's birthday. Four (4) days leaves for teachers for personal, legal, religious, business, household or family matters which require absence during school hours. Application to the employee's Principal or other immediate superior for personal leave shall be made at least one (1) day, twenty-four (24) hours before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking it under this section. After the third consecutive day the leave request must be sent in writing for Superintendent's approval.

a. A maximum of five (5) employees per school will be granted personal leave on any one day. In the event that more than five (5) employees apply for personal leave on any one day, leave shall be granted to the five (5) employees whose applications are first received. This maximum shall not apply on religious holidays.

b. Except in case of emergency, no personal leave shall be granted the day before or the day after a holiday. If an emergency does occur the day before or the day after a holiday, the circumstances of the emergency must be stated.

2. In the case of death of a member of the immediate family (immediate family as here used means husband or wife, parents, brothers, sisters, children/step-children, grandchildren, grandparents and close in-law relatives) of any employee, or the death of any relative who has lived in the home of the employee for some time preceding the death, such employee shall be excused without loss of pay for a period of five (5) working days. Employees shall be excused without loss of pay for a period of one (1) day for the death of a nephew, niece, uncle or aunt. Additional leave may be requested of the Board according to the need. Upon death in the family, the employee is requested to arrange the details of absence from school with the building Principal. In the event of the death of an employee or student in the Edgewater Park School District, the Principal or immediate superior of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.

3. The Superintendent may deny or delay said personal leaves if the operational needs of the district dictate such action.

4. Time necessary for appearances in legal proceedings if the employee is required by law to attend unless said appearance is related to dismissal charges against said employee. Application for legal days must be submitted in writing to the Superintendent for approval.

5. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his regular pay in addition to any pay which s/he receives from the State or Federal Government.

6. Other leaves of absence with pay may be granted by the Board for good reason.

20:2 Leaves taken pursuant to Section 20:1 above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE 21 EXTENDED LEAVES OF ABSENCE

21:1 A leave of absence without pay of up to two (2) years shall be granted to any teacher who serves as an exchange teacher or accepts a Fulbright Scholarship.

21:2 Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

21:3 Maternity Leave

3.1 Maternity leaves without salary shall be granted to employees having tenure in office.

3.2 Applications for a maternity leave shall be made to the Principal not later than thirty (30) days prior to the effective date of leave requested.

3.3 Maternity leaves shall continue for one (1) year from the time of initial absence and as much longer as may be necessary to extend the leave to the opening of the next school year. The Board may permit an employee to return to duty earlier if the best interests of the schools is served thereby.

3.4 Maternity leave set forth in 21:3 - 21:3.3 shall be obtained unless changed by law [Family & Medical Leave Act of 1993].

3.5 Any male/female employee, having tenure, adopting an infant child shall receive similar leave which shall commence upon his/her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

21:4 A leave of absence without pay of up to one (1) year shall be granted to any employee under tenure for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board. [Family & Medical Leave Act of 1993].

21:5 Other leaves of absence without pay may be granted by the Board for good reason.

5.1 Upon return from leave granted pursuant to Section 21:1 and 21:2 of this Article, a teacher shall be considered as if s/he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent. A teacher shall not receive increment credit for time spent on leave granted pursuant to Sections 21:3, 21:4 and 21:5 of this Article.

5.2 All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return and s/he shall be assigned to the same position which s/he held at the time said leave commenced or, if not, to a substantially equivalent position.

21:5 All extensions or renewals of leaves shall be applied for in writing, and, if granted, shall be in writing. Leaves under Sections 21:1 and 21:4 of this Article may be denied by the Board on the basis of operational need.

ARTICLE 22 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

22:1 For the duration of this Agreement, the Board agrees to pay the cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which an employee is required and/or requested by the Administration to take other than for certification requirements after approval by the Board.

22:2 Credit Subsidy

An employee taking and completing courses in an NCATE accredited or regionally accredited college or university as defined by the New Jersey Department of Education pertaining to current or potential teaching assignments or in the field of education, (i.e., school administration, professional support services, educational certification and/or endorsements) will be granted a tuition subsidy of 100% of the Rutgers State College rate per employee per year beginning in 2008 upon successful completion of the course, subject to the following:

a. Application must be made to the Superintendent of Schools prior to course registration.

b. The application for reimbursement must be supported by a transcript of credits and bursar's receipt, indicating successful completion of the course(s) and the tuition fee paid.

c. Courses must have been taken during the fiscal year for which the subsidy is claimed.

d. The employee must continue employment in the district for one school year following the semester for which a subsidy is claimed or received. No remittance is due to the Board in the event of disability or death.

e. District Cap on Educational Improvement
2014/2015 = \$48,300
2015/2016 = \$51,600
2016/2017 = \$54,900

f. There is a limit of 6 credits per semester and no more than 12 credits per fiscal year: July 1 through June 30.

g. All money not distributed will be equally distributed to those who did not qualify according to 22:2 f. The money distributed shall not exceed the amount set forth in this article. Paperwork must be sent to the BA office, with a stamp date no later than June 1 for a June 30 distribution. At the end of each year, the business administrator shall send the Association president a full accounting of the payment for credits.